

May 27, 1965

By virtue of an assignment from Frederick Federal Savings and Loan Association to Loyola Federal Savings and Loan Association, said assignment bearing date May 21, 1964 and recorded among the Land Records of Frederick County in Liber No. 705, Folio 151, the undersigned, who is duly authorized to execute this assignment, does hereby assign the within Mortgage unto Richard E. Zimmerman, for the purpose of foreclosure.

ATTEST:

Helen Hansard
Helen Hansard, Assistant Secretary

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By James H. Jones
James H. Jones, President

Assignment recorded June 14, 1965 Test: Ellis C. Wachtel, Clerk.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, **subject, however, to all those covenants, conditions and restrictions set forth in the foregoing deed from Harry R. Shafer, Jr. and Richard L. Shafer, joint tenants, to the mortgagors herein, and in prior deeds thereto.**

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.